

**ATTACHMENT 1**  
**EXCERPTS FROM CONSENT DECREE**

CONSENT DECREE	
Site:	GE-0000
Break:	10.8
Other:	9420

WESTON Ref. No.

00-0388

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION

UNITED STATES OF AMERICA,  
STATE OF CONNECTICUT,  
COMMONWEALTH OF  
MASSACHUSETTS,

Plaintiffs,

v.

GENERAL ELECTRIC  
COMPANY,

Defendant.

CIVIL ACTION NO'S. \_\_\_\_\_

99-30225, 99-30226,

99-30227-MAP

(consolidated cases)

CONSENT DECREE

9420



SEMS Doc ID 9420

resource protection and restoration actions as specified herein, and reimburse the Trustees for costs Incurred and to be Incurred, all as provided in this Consent Decree.

7. Commitments by EPA. EPA intends to implement a Removal Action in the 1 ½ Mile Reach. Performance of such Removal Action shall be in accordance with the 1 ½ Mile Reach Removal Action Memorandum. Funding of such Removal Action shall be in accordance with Paragraphs 103-111 of this Consent Decree.

8. Compliance With Applicable Law And Protectiveness

a. All activities undertaken by Settling Defendant pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Except for the Rest of the River Remedial Action, for all activities undertaken pursuant to CERCLA in this Consent Decree, Settling Defendant must also comply with any ARARs of all federal and state environmental laws, as described in Attachment B to the SOW and in ARARs tables in the Removal Action Work Plan for the Upper ½ Mile Reach (Appendix F hereto), EPA's Action Memorandum for the Allendale School Removal Action (Appendix C hereto), and a Supplemental Addendum to the Work Plan for On-Plant Consolidation Areas (included in Annex 1 to the SOW), unless otherwise determined by EPA pursuant to CERCLA and the NCP. For the Rest of the River Remedial Action, for all activities undertaken pursuant to CERCLA in this Consent Decree, Settling Defendant must also comply with any ARARs of federal and state environmental laws set forth in the documents selecting the Rest of the River Remedial Action and/or in the Rest of the River SOW, unless waived by EPA pursuant to CERCLA and the NCP. For purposes

of this Consent Decree, ARARs shall not be considered Performance Standards unless, for the Rest of the River, EPA specifically identifies an ARAR as a Performance Standard. The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be deemed to be consistent with the NCP.

b. EPA, MADEP and CTDEP have determined that:

(i) The Removal Actions, when implemented and completed in accordance with this Consent Decree, the SOW, and the Work Plan for the Upper ½ Mile Reach Removal Action (including achieving and maintaining Performance Standards), are protective of human health and the environment with respect to the areas addressed by those Removal Actions; and

(ii) Except as expressly provided in this Consent Decree, no further response actions for the areas addressed by such Removal Actions are necessary to protect human health and the environment.

c. The Consent Decree establishes a process intended to ensure that the Remedial Action to be selected for the Rest of the River will be protective of human health and the environment.

d. In the event that EPA, or MADEP or CTDEP (as applicable), determines that a Removal Action or Remedial Action is no longer protective of human health or the environment, the Consent Decree provides a procedure by which EPA or MADEP or CTDEP (as applicable) can seek additional relief.

34. The Performance Standards for a Conditional Solution shall include all requirements identified as Performance Standards for a Conditional Solution in the SOW attached to this Consent Decree, and that may be identified as Performance Standards for a Conditional Solution in the Rest of River SOW, and the following requirements:

a. (i) If Settling Defendant has made best efforts but has failed to obtain a property owner's agreement to record and/or register an ERE, or otherwise failed to record and/or register an ERE, pursuant to Section XIII of this Consent Decree, then Settling Defendant shall use best efforts to obtain the property owner's consent for access to the property for sampling and implementation of a Conditional Solution, as described in subparagraph 34.c. of this Paragraph. If Settling Defendant has used best efforts but consent for access for sampling and/or for implementation of a Conditional Solution cannot be obtained, the United States and the State will assist Settling Defendant in obtaining such access, including, but not limited to, use, as appropriate, of their statutory and regulatory authorities to secure such access.

(ii) Until such consent for access for sampling and for implementation of a Conditional Solution is obtained, Settling Defendant shall, on an annual basis, after the initial attempt to obtain access, determine whether there has been a change in ownership of such property. No less frequently than every fifth year after such initial attempt, and at any time there has been a change in ownership of such property, Settling Defendant shall make best efforts to obtain from the property owner either (A) an ERE, including access to perform related response actions, in accordance with Section XIII of this Consent Decree, or (B) consent for access for sampling and for

implementation of a Conditional Solution. If Settling Defendant, after using best efforts, cannot obtain either of these, the provisions of Paragraphs 60.f through 60.h relating to governmental assistance in obtaining EREs and consent for access for sampling and implementation of a Conditional Solution will apply. Settling Defendant shall implement a Conditional Solution whenever access is granted.

b. If consent for access for sampling is obtained, Settling Defendant shall conduct tightened grid soil sampling, in accordance with the SOW, to the extent determined by EPA to be necessary to implement the obligations set forth in subparagraph 34.c. of this Consent Decree.

c. If consent for access to implement a Conditional Solution is obtained, Settling Defendant shall implement the following response actions, in accordance with the SOW:

(i) For each averaging area at properties in commercial/industrial use (except riverbanks and the banks of Silver Lake), Settling Defendant shall remove and replace soils as necessary to achieve an average PCB concentration of 25 ppm in the top foot and 0-3 foot depth increments, and 200 ppm in the 1-6 foot depth increment (after taking into account any soil removals for the top 3 feet), and shall install an Engineered Barrier if the average PCB concentration in the top 15 feet exceeds 100 ppm (after taking into account any soil removals for the top 6 feet). In addition, Settling Defendant shall comply with the requirements of Paragraph 26.e.

(ii) For each averaging area at properties in recreational use (except riverbanks and the banks of Silver Lake), Settling Defendant shall remove and replace

soils as necessary to achieve an average PCB concentration of 10 ppm in both the top foot and 0-3 foot depth increments, and shall install an Engineered Barrier if the average PCB concentration in the top 15 feet exceeds 100 ppm (after taking into account any soil removals for the top 3 feet). In addition, Settling Defendant shall comply with the requirements of Paragraph 26.e.

(iii) For each averaging area at riverbanks and the banks of Silver Lake (where Conditional Solutions apply), Settling Defendant shall remove and replace soils as necessary to achieve an average PCB concentration of 10 ppm in both the top foot and the 0-3 foot depth increment.

d. After a Conditional Solution as described above has been implemented, Settling Defendant shall conduct further response actions as set forth in this Paragraph 34.d.(i)-(iii) to be protective of any legally permissible future use, as approved by EPA after reasonable opportunity for review and comment by the State, if and when the property owner or the owner's successors and assigns: (1) has submitted a plan to the appropriate governmental authority(ies) to authorize any legally permissible future use (if such plan or authorization is necessary) and such plan (if required) has been approved by the governmental authority(ies), and (2) provides to EPA and to Settling Defendant (directly or through EPA) other documented evidence of a commitment to such use (for example, such evidence may include evidence of financing or other financial assurance for the project, other plans for implementing the project (such as architectural plans, contracts for performance of the project, or other similar plans), or an affidavit that the owner intends to go forward with the project or other change in use if the necessary

response actions are taken). In such event, Settling Defendant shall conduct additional response actions at the property as necessary to achieve the following Performance Standards:

(i) For any change from commercial/industrial or recreational uses to residential, daycare, or school (children under 18 years old) uses, Settling Defendant shall achieve:

(A) for properties located in the floodplain of the Housatonic River, the same Performance Standards set forth in Paragraph 28 this Consent Decree and Section 2.5.2 of the SOW for current residential properties in the Housatonic River floodplain, or

(B) for properties in any other location at the Site, the same Performance Standards set forth in Paragraph 26.f of this Consent Decree and Section 2.3.2 of the SOW for current residential properties at the Former Oxbow Areas.

(ii) For any change from commercial/industrial uses to recreational uses, Settling Defendant shall achieve the same Performance Standards set forth in Paragraph 34.c.(ii) above.

(iii) Settling Defendant shall conduct the following additional response actions necessary to be protective of the legally permissible future use referenced above in this Paragraph 34.d, as approved by EPA after reasonable opportunity for review and comment by the State:

(A) any additional response actions necessary to achieve applicable Performance Standards in this Consent Decree or in the SOW for the legally



permissible future use, including but not limited to adding new GW-2 sentinel wells and/or other response actions if necessary to address any potential indoor air issues for new buildings, and deriving and achieving applicable Performance Standards for Appendix IX+3 constituents in accordance with the SOW based on the new uses;

(B) if there are no Performance Standards in this Consent Decree or the SOW for a legally permissible future use (i.e., the use of the property is not industrial/commercial, recreational or residential), Settling Defendant shall propose and EPA will approve performance standards and response actions for such use as appropriate, and Settling Defendant shall implement such response actions to achieve any such performance standards; and

(C) for any activities that would involve any off-property disposition of soils or excavation of soils, response actions to ensure the proper excavation, management and disposition of such soils and the protection of workers and other individuals during such excavation activities, in accordance with applicable laws and regulations.

35. Within 30 days from the date that EPA notifies Settling Defendant in writing that EPA has determined that the property owner has satisfied the criteria in Paragraph 34.d.(1) and (2) of this Consent Decree, Settling Defendant shall (subject to its rights to seek dispute resolution regarding such determination under Section XXIV of this Consent Decree) submit to EPA for approval a Work Plan for pre-design activities (if any) for the additional response actions described in subparagraph 34.d.(i)-(iii), and a proposed schedule for the subsequent submission of Work Plans for any other pre-

(i) Settling Defendant has recorded and/or registered a CER, according to the process set forth in this Paragraph, on such property, or portion thereof, which is the subject of the sale, transfer, or assignment; and

(ii) Settling Defendant obtains from such purchaser, transferee, or assignee the Access and Interim Non-Interference Agreements described in Paragraph 59.

56. Non-Settling Defendant Property.

a. Where access to, and/or land and/or water use restrictions for, any Non-Settling Defendant Property in Massachusetts is required to implement, monitor, and/or protect the integrity of the response actions or Restoration Work required by this Consent Decree and the SOW, Settling Defendant shall use "best efforts", as defined in Paragraph 60, to secure from any persons who own or control such Non-Settling Defendant Property EREs, a CER, Access Agreements and/or Interim Non-Interference Agreements (as applicable) in accordance with Paragraphs 57, 58, and 59, respectively, subject to Paragraphs 61 and 62 of this Consent Decree.

b. For each Removal Action Outside the River, Settling Defendant shall submit to EPA and MADEP, at the deadline for submittal of the Pre-Design Work Plan for such Removal Action, or within such other time as is proposed by Settling Defendant and approved by EPA, a written notice, in accordance with the requirements of Paragraph 60.e, stating whether each person who owns or controls Non-Settling Defendant Property which is located within the area subject to that Removal Action agrees, after Settling Defendant has used "best efforts," to execute and record an ERE thereon. If

such person agrees to do so, such notice shall also include a statement as to whether any necessary subordination agreements for such property can be obtained, or if that has not yet been determined, a description of the status of Settling Defendant's efforts to obtain such subordination agreements. Settling Defendant shall provide final notice regarding whether such subordination agreements have been obtained no later than the deadline specified in Paragraph 57.a(i) for submittal of executed EREs and related documentation, including subordination agreements. If the person who owns or controls the property does not agree to execute and record an ERE thereon, after Settling Defendant has used "best efforts" to obtain such ERE, then Settling Defendant shall implement a Conditional Solution on such property, unless, within 30 days of Settling Defendant's above-mentioned written notice (or such later time as is approved by EPA, after reasonable opportunity for review and comment by MADEP), the State notifies Settling Defendant in writing that the State is undertaking efforts to obtain an ERE from such person. In the latter event, upon written notification from the State that the State has terminated such efforts without obtaining an ERE, then Settling Defendant shall implement a Conditional Solution on such property.

c. For the Upper ½ Mile Reach Removal Action, Settling Defendant shall submit to EPA and MADEP a written notice, in accordance with the requirements of Paragraph 60.e, stating whether each person who owns or controls the bank portion of Non-Settling Defendant Property which is located within the Upper ½ Mile Reach agrees to impose an ERE thereon. Such submittal shall be made at the time Settling Defendant is required to submit a written notice stating whether such person agrees, after Settling

Defendant has used "best efforts," to execute and record an ERE on the non-bank portions of the property pursuant to subparagraph 56.b. above, or within such other time as is proposed by Settling Defendant and approved by EPA. If such person agrees to do so, such notice shall also include a statement as to whether any necessary subordination agreements for such property can be obtained, or if that has not yet been determined, a description of the status of Settling Defendant's efforts to obtain such subordination agreements. Settling Defendant shall provide final notice regarding whether such subordination agreements have been obtained no later than the deadline specified in Paragraph 57.a(ii) for submittal of executed EREs and related documentation, including subordination agreements. If the person who owns or controls the property does not agree to execute and record an ERE thereon, after Settling Defendant has used "best efforts" to obtain such ERE, then Settling Defendant shall implement a Conditional Solution on such property, unless, within 30 days of Settling Defendant's above-mentioned written notice (or such later time as is approved by EPA, after reasonable opportunity for review and comment by MADEP), the State notifies Settling Defendant in writing that the State is undertaking efforts to obtain an ERE from such person. In the latter event, upon written notification from the State that the State has terminated such efforts without obtaining an ERE, then Settling Defendant shall implement a Conditional Solution on such property.

d. For the 1 ½ Mile Reach Removal Action, to the extent that EPA is unable to obtain EREs pursuant to Paragraph 21.b, Settling Defendant shall submit to EPA and MADEP, on a schedule to be approved by EPA in connection with the 1 ½ Mile Reach

Removal Action, a written notice, in accordance with the requirements of Paragraph 60.e., stating whether each person who owns or controls the bank portion of Non-Settling Defendant Property which is located within the 1 ½ Mile Reach Removal Action agrees to execute and record an ERE thereon. If such person agrees to do so, such notice shall also include a statement as to whether any necessary subordination agreements for such property can be obtained, or if that has not yet been determined, a description of the status of Settling Defendant's efforts to obtain such subordination agreements. Settling Defendant shall provide final notice regarding whether such subordination agreements have been obtained no later than the deadline established pursuant to Paragraph 57.a(iii) for submittal of executed EREs and related documentation, including subordination agreements.

e. If EREs are a component of the Rest of River Remedial Action for any Non-Settling Defendant Property, Settling Defendant shall submit to EPA and MADEP, on a schedule to be approved by EPA in connection with that Remedial Action (after a reasonable opportunity for review and comment by MADEP), a written notice, in accordance with the requirements of Paragraph 60.e, stating whether each person who owns such Non-Settling Defendant Property agrees, after Settling Defendant has used "best efforts," to execute and record an ERE thereon. If such person agrees to do so, such notice shall also include a statement as to whether any necessary subordination agreements for such property can be obtained, or if that has not yet been determined, a description of the status of Settling Defendant's efforts to obtain such subordination agreements. Settling Defendant shall provide final notice regarding whether such

subordination agreements have been obtained no later than the deadline established pursuant to Paragraph 57.a(iv) for submittal of executed EREs and related documentation, including subordination agreements. If the person who owns or controls the property does not agree to execute and record an ERE thereon, after Settling Defendant has used "best efforts" to obtain such ERE, then Settling Defendant shall implement a Conditional Solution on such property (if a Conditional Solution is a component of the Rest of River Remedial Action), unless, within 30 days of Settling Defendant's above-mentioned written notice (or such later time as is approved by EPA, after reasonable opportunity for review and comment by MADEP), the State and/or the United States notifies Settling Defendant in writing that the State and/or the United States (as applicable) is undertaking efforts to obtain an ERE from such person. In the latter event, upon written notification from the State and/or the United States that the State and/or the United States (as applicable) has terminated such efforts without obtaining an ERE, then Settling Defendant shall implement a Conditional Solution on such property.

f. (i) A Notice ERE may be substituted for an ERE only at State-owned property that is subject to Article 49 of the State Constitution. A Notice ERE shall be in a form that is consistent with the form attached to this Consent Decree as Appendix P, as it may be modified to be consistent with CERCLA response actions pursuant to this Consent Decree. The prohibited and permitted activities and uses and the conditions and obligations in a Notice ERE shall be substantially the same as set forth in the model

ERE attached to this Consent Decree as Appendix O, for property in similar use (e.g., industrial/commercial use, recreational use).

(ii) (A) Within 90 days from the date of entry of this Consent Decree, Settling Defendant shall submit a draft template for a Notice ERE to EPA for approval after reasonable opportunity for review and comment by MADEP.

(B) By the deadlines indicated in Paragraph 57.a. for submittal of a fully executed ERE, Settling Defendant shall submit a fully executed Notice ERE that satisfies the requirements of subparagraphs (f)(i) and (f)(ii)(A) above for any State-owned property subject to Article 49 of the State Constitution, for approval by EPA after reasonable opportunity for review and comment by MADEP.

(C) Within 10 working days of EPA's approval of the Notice ERE (or any amendment thereto, pursuant to subparagraph (f)(iii), below), Settling Defendant shall effect the recordation and/or registration of said Notice ERE (or said amendment if applicable), with the appropriate registry of deeds and/or land registration office, and, if the property is unregistered land, shall ensure that such Notice ERE (and said amendment, if applicable) is marginally referenced on the deed to the owner of the subject property.

(D) Within 60 days after the recordation and/or registration of the Notice ERE (or said amendment) with the appropriate registry of deeds and/or land registration office, Settling Defendant shall submit to EPA and MADEP a certified registry copy of the Notice ERE (or said amendment). If the land is registered land, the certified registry

copy shall include a document number. If the land is unregistered land, the certified copy shall include an instrument number and/or book and page number.

(iii) A Notice ERE may be amended by the property owner by submitting a proposed amendment to EPA and MADEP for approval by EPA, after reasonable opportunity for review and comment by MADEP, and then, upon approval, filing the approved amendment for recording and/or registration, in compliance with subparagraphs (ii)(C) and (ii)(D) above in this Paragraph 56.f; provided, however, nothing in this subparagraph shall affect the provisions of Paragraph 62.b of this Consent Decree.

(iv) Settling Defendant shall notify local officials and the public of the original recordation and/or registration of, and of any amendments to and/or terminations of, in whole or in part, a Notice ERE on Non-Settling Defendant Property, in accordance with the requirements set forth in 310 C.M.R. 40.1403(7), as amended.

57. EREs for Non-Settling Defendant Property. Subject to Paragraphs 61 and 62 of this Consent Decree, Settling Defendant shall satisfy the following requirements for Non-Settling Defendant Property in Massachusetts:

a. For each Non-Settling Defendant Property for which the owner(s) have agreed to impose EREs, Settling Defendant shall use "best efforts" (as defined in Paragraph 60) to obtain and submit to EPA and MADEP a fully executed ERE that meets the requirements of this Paragraph, together with supporting documentation, including, without limitation, subordination agreements as required by subparagraph 57.d., title work as required by subparagraph 57.e., and legal descriptions and surveyed



Settling Defendant Property, then for each such affected property for which an ERE has been recorded and/or registered, and where such ERE provides for a revised Plan of Restricted Area and associated notice to be recorded and/or registered to show areas to be subject to restrictions relating to response actions for groundwater, Settling Defendant shall:

a. prepare a revised Plan of Restricted Area and associated notice for each such ERE such that the area within which each such structure is situated is clearly delineated by metes and bounds; each such area shall be identified on said Plan as a "Groundwater Response Action Component Area";

b. record and/or register with the appropriate registry of deeds and/or land registration office the revised Plan of Restricted Areas and associated notice; and, for EREs on unregistered land, ensure that said Plan and associated notice are marginally referenced on the recorded ERE for each affected property; and

c. submit a copy of said Plan and associated notice, as recorded, and a copy of the ERE bearing the marginal reference, to the Grantor and Grantee of the ERE and to EPA and/or MADEP (if not already the grantee).

64. Connecticut. For any EREs for properties located in Connecticut, if EREs are a component of the Rest of River Remedial Action, Settling Defendant shall comply with the obligations, if any, set forth in the Rest of River Remedial Action or the Rest of River SOW regarding EREs. After a final decision is made on the Rest of the River Remedial Action, Settling Defendant, EPA, and Connecticut will negotiate in good faith the requirements for and form of EREs for properties in Connecticut (if such EREs are a

component of such Remedial Action); provided, however, that such EREs shall be enforceable under the laws of the State of Connecticut, including Connecticut General Statutes § 22a-133n through § 22a-133r and R.C.S.A. § 22a-133q-1.

65. PEDA. For any property transferred to PEDA, Paragraph 53 is incorporated in this Paragraph by reference (and Paragraph 54 is also incorporated in this Paragraph by reference if, pursuant to Paragraph 12, Settling Defendant, PEDA, EPA, and MADEP agree that Settling Defendant Property may be transferred to PEDA prior to recording and/or registering an ERE) except that each reference to "Settling Defendant" shall be read as a reference to "PEDA"; provided, however, that subparagraphs 53.b and 53.c are not incorporated in this Paragraph by reference, and provided further that nothing in this Paragraph 65 shall affect Settling Defendant's obligations pursuant to Paragraph 12 or 57.n of this Consent Decree.

66. The City. For any property owned by the City, Paragraphs 53 and 54 are incorporated in this Paragraph by reference except that each reference to "Settling Defendant" shall be read as a reference to "the City"; provided, however, that subparagraphs 53.b and 53.c are not incorporated in this Paragraph by reference.

#### XIV. REPORTING REQUIREMENTS

67. In addition to any other requirement of this Consent Decree, Settling Defendant shall submit to EPA 5 copies, to Connecticut 1 copy, and to the State 4 copies of written monthly progress reports that: (a) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous month; (b) include a summary, including electronic transmission of data to EPA and

*United States et al. v. General Electric Company (D.Mass.)*

**APPENDIX G**  
**TO CONSENT DECREE**

**DRAFT REISSUED RCRA PERMIT**

CONSENT DECREE	
FILE#	GE-0000
DATE	10.8
OTHER	96 76

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I

PERMIT UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT  
(RCRA) AS AMENDED (42 U.S.C. SECTION 6901 ET SEQ.)

General Electric Company  
100 Woodlawn Avenue  
Pittsfield, Massachusetts 01201  
EPA I.D. No. MAD002084093

The Permittee is required to conduct certain activities at areas affected by releases of hazardous waste and/or hazardous constituents from the General Electric Facility located in Pittsfield, Massachusetts, in accordance with Sections 3004(u), 3004(v), and 3005(c) of the Resource Conservation and Recovery Act (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA), as specified in the conditions set forth herein.

This Permit has been prepared for RCRA Corrective Action activities to be performed by General Electric pursuant to a final Consent Decree. Currently, the Consent Decree has been lodged in U.S. District Court, United States, et al. v. General Electric Company (D. Mass.) ("Consent Decree"). The Consent Decree memorializes an agreement to address releases of hazardous waste and/or hazardous constituents from the General Electric Company's facility in Pittsfield, Massachusetts, including, but not limited to, the releases of hazardous waste and/or hazardous constituents addressed in this Permit. This Permit, upon the effective date of the Consent Decree, shall replace the HSWA Permit previously issued to the Permittee, initially issued on February 8, 1991, and modified effective January 3, 1994. Upon the effective date of the Consent Decree, the previously issued and modified HSWA Permit shall hereby be revoked.

Dated:

Signed: \_\_\_\_\_

John P. DeVillars  
Regional Administrator  
U.S. Environmental Protection Agency, Region I  
Boston, Massachusetts 02203-2211

This reissued Permit will become effective upon the effective date of the Consent Decree in United States, et al. v. General Electric Company, Civil Action No. \_\_\_\_\_ (D. Mass.).

9/9/96

This Permit shall expire upon the earlier of the following: (a) ten years after the effective date of this Permit; or (b) when the Permit modification described in Special Condition II.J hereof becomes final, effective, and not subject to any further appeals (i.e., after the conclusion of all appeals of such Permit modification decision, including any remands and subsequent appeals, as described in Paragraphs 22 and 141.b of the Consent Decree); provided, however, that to the extent that the Permittee has remedial design and/or remedial action obligations under Paragraph 22 of the Consent Decree during the pendency of any such appeals and remands, the Permittee shall perform such obligations as required despite the fact that this Permit remains in effect.

GENERAL ELECTRIC CO. - PITTSFIELD, MA  
RCRA CORRECTIVE ACTION PERMIT  
-DRAFT -

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O. Confidentiality of Information

In accordance with 40 C.F.R. Part 2, any information submitted to EPA pursuant to this Permit may be claimed as confidential by the submitter. Any such claim must be asserted at the time of submission in the manner prescribed on the application form or instructions or, in the case of other submissions, by stamping the words "Confidential Business Information" on each page containing such information. If no claim is made at the time of submission, EPA may make the information available to the public without further notice. If a claim is asserted, the information will be treated in accordance with the procedures in 40 C.F.R. Part 2.

P. Interpretation of Migration from GE Facility

For purposes of this Permit, the Permittee agrees that, for hazardous waste and/or hazardous constituents in the Rest of River area which are also present both at the GE Facility and at the Former Oxbow Areas (as defined in the Consent Decree) and which could have migrated to the Rest of River area from either the GE Facility or the Former Oxbow Areas, the Permittee will not contend that such waste and/or constituents did not migrate from the GE Facility.

II. PART II - SPECIAL PERMIT CONDITIONS

A. Revised RCRA Facility Investigation (RFI) Report for Rest of River

In January 1996, the Permittee submitted an RFI Report for the Housatonic River and Silver Lake, including the Rest of River area, pursuant to the Previously Issued HSWA Permit. EPA has collected and is continuing to collect additional data on the Rest of River area for use in modeling of the fate, transport, and bioaccumulation of PCBs in that area and for human health and ecological risk assessments for that area. EPA will, at the Permittee's request, allow the Permittee to take split or duplicate samples of any samples collected by EPA or on EPA's behalf. EPA will promptly, on a periodic basis but at least monthly, in accordance with the Data Exchange Agreement attached to this Permit as Attachment C, provide the data from those investigations to the Permittee. To the extent that the Permittee conducts additional investigations in the Rest of River area, it shall notify EPA of those investigations in accordance with Special Condition II.I below, and shall conduct those investigations in accordance with the approved and most recent edition of the Project Operations Plan described in Attachment C of the Statement of Work for Removal Actions